

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

**SHERMAN SICARD on Behalf of Himself §
and on Behalf of All Others Similarly §
Situating, §**

Plaintiff, §

v. §

NABORS INTERNATIONAL, INC., §

Defendant. §

CIVIL ACTION NO. 4:16-cv-03693

JURY TRIAL DEMANDED

**JOINT MOTION TO LIFT STAY, APPROVE SETTLEMENT AND ENTER FINAL
JUDGMENT DISMISSING LAWSUIT WITH PREJUDICE**

Defendant Nabors International, Inc. (“Defendant”) and Plaintiff Sherman Sicard (“Plaintiff”) jointly move the Court to (1) lift the stay of this case; (2) to approve the written settlement between them (the “Settlement”); and (3) enter final judgment dismissing this action in its entirety with prejudice, as follows:

Request to Open Case and Lift Stay

On February 2, 2017, the Court granted Plaintiff’s and Defendant’s Joint Motion to Stay pending the Supreme Court’s decision in the then-pending *Epic Systems Corp. v. Lewis*, No. 16-28 (U.S.), case, in light of the parties’ arbitration agreement (which contains a class/collective action waiver). Since the Supreme Court’s decision in that matter, the parties have engaged in negotiations to resolve this matter. The Parties now move the Court to lift the stay for the limited purposes of approving the Settlement between Plaintiff and Defendant and dismissing this case with prejudice.

Request for Approval of Settlement and Dismissal of Claims with Prejudice

Plaintiff alleges that Defendant violated the FLSA by denying him certain overtime pay. Defendant has denied the claim. To avoid further litigation costs, Plaintiff and Defendant have agreed to settle the claim in this lawsuit. The Parties have entered into a written settlement agreement that requires for the Court's approval to become effective. All parties are represented by counsel.

The Fifth Circuit has recognized the res judicata effect of a court-approved settlement of FLSA claims, where “a bona fide dispute of both law and fact was involved in the litigation, and [] the proposed settlement agreed upon was fair and equitable to all parties concerned.” *Jarrad v. Southeastern Shipbuilding Corp.*, 163 F.2d 960, 961 (5th Cir. 1974).

Here, a bona fide dispute exists between the parties. Specifically, the parties dispute whether Defendant properly paid Plaintiff; the number of hours Plaintiff worked; whether Plaintiff is due additional unpaid wages and, if so, the total amount of unpaid wages due; whether Defendant acted in good faith in connection with the payment of wages to Plaintiff; and whether Defendant willfully violated the FLSA. The Parties agree that the terms of the Settlement are fair and equitable. The settlement amount takes into account the number of overtime hours claimed by Plaintiff and is substantially equivalent to the amount of unpaid overtime to which Plaintiff would likely be entitled if he prevailed, further considering the Plaintiff's burden to establish willfulness to receive any recovery. The Settlement also includes, in part, a reasonable amount for attorneys' fees and costs, allocated by Plaintiff and his attorneys and which both Plaintiff and his attorneys agree is also fair and equitable based on the amount of time expended by Plaintiff's attorneys in connection with Plaintiff's claims.

Because the proposed Settlement agreed to by the Parties is a fair and equitable compromise of a bona fide dispute, Plaintiff and Defendant request that the Court approve the

Settlement and enter a final judgment dismissing Plaintiff's claims with prejudice. An Agreed Order and Final Judgment, approved by the Parties, has been submitted with this Motion.

Respectfully submitted,

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